



**Consulting Agreement**  
Between

The Institute for Strategic Dialogue  
And  
Jesse Morton

20 January 2018

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Subject to the terms and conditions of this Agreement, the above named individual (hereinafter referred to as the “Consultant”) agrees to provide services to the Institute for Strategic Dialogue (hereinafter referred to as “ISD”) as an independent contractor, for the consideration set forth herein.

**I. APPOINTMENT**

- a) ISD hereby appoints the Consultant to support the Against Violent Extremism Network as a Regional Coordinator whose terms are set out in this agreement to work on the projects as set out in Section III of this contract.

The Consultant will **report to Moustafa Ayad** on the work s/he is carrying out as part of this consulting assignment.

- b) It is agreed by both ISD and the Consultant that this Agreement relies upon the particular skills possessed by the Consultant and that the work assigned to the Consultant relies upon those specific skills. Therefore, unless otherwise approved by ISD, any attempt by the Consultant to sell, assign or otherwise transfer to the third party any of Consultant’s obligations under this Agreement shall be deemed a termination of this Agreement by the Consultant under Section VI of this Agreement.

**II. RELATIONSHIP OF THE PARTIES**

- a) Independent Contractor: The relationship of ISD and the Consultant established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint understanding. Accordingly, the Consultant shall be solely responsible for, and shall indemnify and hold ISD free from any and all claims, damages or causes of action arising out of the acts of the Consultant.
- b) Work Product Presumptive ISD Property: All writings, books, articles, artwork, computer programmes, databases, source and object codes and other material of any nature



whatsoever that is subject to copyright protection and reduced to tangible form in whole or in part by the Consultant in the course of the Consultant's services to ISD shall be considered a work made for hire, or otherwise, and therefore ISD's property. During this Agreement and thereafter, the Consultant agrees to take all actions and execute any documents that ISD may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by ISD). The Consultant shall identify all materials in which the Consultant intends to exempt from this provision prior to the use or development of such materials.

- c) Non-exclusive: It is understood by both parties that the Consultant may perform similar services for other entities, and that this Agreement is non-exclusive.
- d) Scope of Agency: The Consultant shall have no power to sign ISD's name to any agreement or otherwise bind ISD.
- e) Rights, Privileges and Benefits: The Consultant is appointed to serve as an independent contractor, and is not an employee of ISD. Accordingly, the Consultant expressly agrees that the Consultant is not entitled to receive any rights, privileges, or benefits from ISD except as provided herein, and the consultant hereby waives any claims to benefits provided to employees of ISD expressly.
- f) Conflict of Interest: The Consultant shall not accept for the Consultant's own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of the Consultant's duties. The Consultant shall not engage in any business or professional activities, directly or indirectly, that would conflict with the activities assigned under this Agreement or any expected or anticipated future activities. The Consultant shall immediately report any potential or suspected violations of this requirement to ISD.
- g) Nondisclosure and Indemnification: As the Consultant's work may involve access to and use of confidential information, the Consultant acknowledges that ISD's Proprietary Information which was developed by ISD with considerable effort is unique, confidential and constitutes the exclusive property of the Institute. The Consultant also acknowledges that ISD's business at times involves the receipt of confidential Client Information. The Consultant further acknowledges that any unauthorised use of the Proprietary Information or the Client Information by the Consultant, or any disclosure of the same to any third parties; would be wrongful. Accordingly, the Consultant covenants and agrees that, for the period of his/her access to such information and thereafter, he will (i) hold the Proprietary Information and the Client Information in the strictest confidence, (ii) not disclose such information to any person, firm, corporation or other entity, and (iii) not use such information for any purpose not expressly authorised by the Institute. The Consultant also agrees that upon request s/he shall return all business records and other information in



his/her possession or control that in any way related to ISD, its Proprietary Information or the Client Information. The Consultant agrees to indemnify and hold ISD harmless from any loss, claim or damages, including attorneys' fees and costs arising out of or relating to any wilful or grossly negligent unauthorised disclosure or use of ISD's Proprietary Information or the Client Information by the Consultant.

### **III. AREAS OF RESPONSIBILITY**

The Consultant agrees to conduct the following work as part of this agreement:

<b>Deliverables</b>	<p>The Consultant will work with ISD's team on the expansion, publicity, and reporting around the Against Violent Extremism Network (AVE) in North America. The Consultant will function as "Regional Coordinator for the North-eastern United States," and will cover New York, Washington D.C., Virginia, Boston and Michigan. This includes the following tasks and responsibilities:</p> <p>Scoping Trip:</p> <ul style="list-style-type: none"> <li>○ Facilitate meetings with relevant community groups, law enforcement, academic institutions and other former violent extremists, in order to grow the AVE network during a span of four months;</li> <li>○ Attend workshops, public events, and any relevant AVE related functions as a ambassador for the network (commencing January 20 –April 20)</li> <li>○ Liaise with other former extremists and survivors of extremism within the given geographical location in order to conduct qualitative research/interviews and grow the network membership by 10 new members.</li> </ul> <p>Regional Coordinator Duties:</p> <ul style="list-style-type: none"> <li>○ Strategic advice for adapting the AVE model to a local context. This will include reviewing documents and materials to offer advice on framing, language and tone of voice</li> <li>○ Advice and design of materials for a former to former workshop; training other formers, AVE Network members on local engagement strategies</li> <li>○ A weekly growth report that includes potential partnership and visibility opportunities for the AVE Network</li> <li>○ Assist with selecting participants for AVE Network events and liaise with municipal stakeholders</li> </ul>
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	<ul style="list-style-type: none"> <li>○ Assist in selecting and training moderators and other key personnel for events</li> <li>○ Assist with other project related activities, such as coordination, transport, logistics, security and localisation</li> <li>○ Assist in the delivery of prison outreach programming across the United States, including letter and email writing, as well as visiting prisons, if approved by Moustafa Ayad, the managing director and Steering Committee Chair for the AVE Network</li> <li>○ Assist with drafting a recommendations report for AVE Network in regards to prison outreach and engagement</li> </ul> <p>Other projects may be added to this in discussion with the Consultant.</p>
<b>No. of days</b>	<p>A maximum of 88 days for the set contracting period. It is expected that the Consultant's services are required for approximately:</p> <ul style="list-style-type: none"> <li>○ 4 days each weeks commencing 20<sup>th</sup> Jan to 20<sup>th</sup> April = expected 88 days in total</li> </ul> <p>The consultant will inform ISD of any additional hours or work required.</p> <p>Any additional days/hours, during this time, to be discussed on a needs basis between ISD and the Consultant.</p> <p>(flexibility required)</p>
<b>Deadline/s</b>	<p>– 7 December 2018. The Consultant will only be paid for actual days worked on production of a valid invoice at the end of each month.</p>

#### **IV. TIME AND PLACE OF WORK**

The Consultant will work at home in Athens, GA. Travel expenses for meetings elsewhere will only be paid if attendance is agreed in advance with ISD staff.

#### **V. FEES AND EXPENSES**

The Consultant shall be compensated for the services performed at a rate of \$1,500 per month (incl. of VAT if applicable). The Consultant shall be responsible for the payment of all taxes arising out of the Consultant's activities in accordance with this Agreement.



The consultant will be paid on receipt of an invoice in arrears at the end of each calendar month. All invoices will be paid by cheque within 30 days of receipt at ISD.

## **VI. TERM AND TERMINATION**

- a) This Agreement, effective as of 20th January 2018 shall continue until 20th April 2018 or to such time that it is terminated in writing by either party with a notice period of one month.
- b) This Agreement may be terminated for cause, which shall be effective upon delivery of notice to the Consultant's place of residence or place of business. For the purposes of this Agreement, cause shall mean the Consultant's misconduct, failure to provide contracted services, commission of any unlawful act, or other reasons within the control of the Consultant. Under termination for reasons stated in this subsection, ISD shall determine the amount of Consultant's fee, if any, that is payable for those services.
- c) This Agreement may be terminated for convenience, which shall be effective upon the Consultant's receipt of notice of termination. For purposes of this agreement, convenience shall mean the discontinuance of ISD's funding causing an impossibility or impracticability of performance. For termination for reasons stated in this subsection, the Consultant shall be reimbursed for time worked prior to the date of termination.

**Signature**

A handwritten signature in black ink that reads 'Jesse Morton'.

Daniela Puska  
Head of Project Operations

**Name**  
**Title**  
**Date**

Jesse Morton  
AVE Regional Coordinator  
1/18/2018